

Southern Star, Inc.
1309 S. Broadway Avenue
Poteau, Oklahoma 74953
877.643.3474
*Plaintiff

David Fields, President
Southern Star, Inc.
1309 S. Broadway Avenue
Poteau, Oklahoma 74953
877.643.3474

*President of Plaintiff; has knowledge concerning purported representations allegedly made to Plaintiff; signed contract by and between Plaintiff and Defendant on behalf of Plaintiff

Paul Hood, Esq.
1717 Main Street, Suite 5500
Dallas, Texas 75201
214.373.3214

*Counsel for Southern Star; advised Southern Star with respect to claims asserted by plaintiff Juan Soto in underlying action filed against Southern Star in state district court in Bexar County, Texas; filed motion to compel arbitration against plaintiff Juan Soto in Bexar County, Texas action; would know why Southern Star did not file motion for reconsideration with Bexar County, Texas state court or petition for writ of mandamus in the San Antonio Court of Appeals seeking an order under the Federal Arbitration Act requiring the state court to order Soto's claims to arbitration

W. Kirk Turner, Esq.
Newton, O'Connor Turner & Ketchum, PC
15 West Sixth Street, Suite 2700
Tulsa, Oklahoma 74119-5423
918.587.0101

*Counsel for Southern Star; advised Southern Star with respect to claims asserted by plaintiff Juan Soto in underlying action filed against Southern Star in state district court in Bexar County, Texas, including, but not limited to, the decision to pay Soto the amount of approximately \$1,950,000 in settlement of his claims; would know why Southern Star did not file motion for reconsideration with Bexar County, Texas state court or petition for writ of mandamus in the San Antonio Court of Appeals seeking an order under the Federal Arbitration Act requiring the state court to order Soto's claims to arbitration

Ron Walenta
5532 Ellsworth Avenue
Dallas, Texas 75206
214.821.2331

*Former independent consultant with respect to Defendant; made sales presentation to Southern Star with respect to Dispute Solutions' contract and ADR services; has knowledge concerning representations allegedly made to Plaintiff upon which Plaintiff bases its claims against Defendant

Dallas Fire Insurance Company
14160 Dallas Parkway, Suite 500
Dallas, Texas 75254
972.233.0178

*Southern Star's liability insurance carrier before, and at the time of, the Soto action; has knowledge concerning representations allegedly made to Plaintiff before, and at the time of, Southern Star's purchase of the Dallas Fire Insurance Company's liability policy, and why Southern Star would have purchased such a policy with limits well in excess of \$74,000 if Defendant had allegedly represented to Southern Star that any liability for employees' personal injury claims purportedly would be capped at \$74,000 if Southern Star entered into the Dispute Solutions' contract; would have knowledge regarding the amounts paid to Soto in the Bexar County state court action upon which Southern Star purports to assert its claims for alleged damages against Dispute Solutions

Mike Davis, President
Dallas Fire Insurance Company
14160 Dallas Parkway, Suite 500
Dallas, Texas 75254
972.233.0178

*Has knowledge concerning representations allegedly made to Plaintiff before, and at the time of, Southern Star's purchase of the Dallas Fire Insurance Company's liability policy, and why Southern Star would have purchased such a policy with limits well in excess of \$74,000 if Defendant had allegedly represented to Southern Star that any liability for employees' personal injury claims purportedly would be capped at \$74,000 if Southern Star entered into the Dispute Solutions' contract; would have knowledge regarding the amounts paid to Soto in the Bexar County state court action upon which Southern Star purports to assert its claims for alleged damages against Dispute Solutions

Philip King
1323 South Danville Drive
Abilene, Texas 79605
325.673.0192

*Southern Star's Texas insurance agent; made sales presentation to Southern Star along with Ron Walenta with respect to Dispute Solutions' contract and ADR services; has knowledge concerning representations allegedly made to Plaintiff in connection with such presentation

Juan Soto
Address and telephone number unknown to Defendant, but likely known to Plaintiff
*Plaintiff in underlying action filed against Southern Star in state district court in Bexar County, Texas

Counsel for Juan Soto
Identity, address and telephone number unknown to Defendant, but likely known to Plaintiff
*Counsel for plaintiff Juan Soto in underlying action filed against Southern Star in state district court in Bexar County, Texas

Jay Wallace, Esq.
Gibson, McClure, Wallace & Daniels
8080 N. Central Expressway, Suite 130
Dallas, Texas 75206
214.891.8040

*Has knowledge concerning the successful enforcement of a motion to compel arbitration, before the Soto action was filed, pursuant to Dispute Solutions' ADR program in a reported case which is styled and numbered: *In re: David's Supermarkets, Inc.*, 43 S.W.3d 94 (Tex. App. - Waco 2001, orig. proceeding); also advised Southern Star's President, David Fields, regarding Soto's claims before Paul Hood was appointed to represent Southern Star in the Bexar County, Texas action filed by Soto; would have knowledge concerning representations allegedly made to Plaintiff in connection with Dispute Solutions' sale of ADR services to Plaintiff

2. 26(a)(1)(B) Documents:

The documents and material in Defendant's possession, custody and control that it may use to support its defenses will be found, *inter alia*, at the offices of Curtis L. Marsh, Attorney & Counselor, 900 Jackson Street, Suite 370, Dallas, Texas 75202, as well as in the files of both Plaintiff and Defendant. These include documents and materials in the following categories:

- a. That certain Contract for Services by and between Plaintiff and Defendant dated June 28, 2002.

In addition, Defendant may use additional documents and material to support its defenses which are not currently in its possession, custody and control, including, but not limited to: (a) certain pleadings, motions, responses and orders from the Bexar County, Texas action referenced above, (b) the Dallas Fire Insurance Company file concerning Plaintiff, including, but not limited to, Plaintiff's application for the Dallas Fire Insurance Company's liability policy and the liability insurance policy itself; and (c) those files of those additional third parties referenced above. To the extent that Defendant is unsuccessful in compelling arbitration of the parties' disputes, and subject to and without waiving Defendant's rights to compel arbitration, Defendant contemplates obtaining the documents and materials in question through discovery.

3. 26(a)(1)(C) Damages:

Not applicable at this time.

4. 26(a)(1)(D) Insurance:

None.

5. **26(a)(2) Experts:**

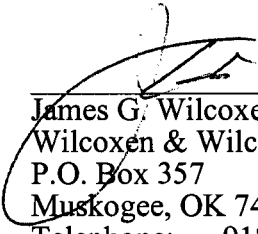
At this time, Defendant has not designated any experts in part because Defendant does not know what experts, if any, Plaintiff may designate.

Defendant reserves the right to call and/or elicit expert testimony from any experts properly designated by Plaintiff, and/or who are allowed to testify on behalf of Plaintiff.

Defendant reserves the right to designate individuals to testify as expert witnesses at a later date as discovery progresses.

Dated: April 14, 2006.

WILCOXEN & WILCOXEN



James G. Wilcoxen, OBA 9605
Wilcoxen & Wilcoxen
P.O. Box 357
Muskogee, OK 74401
Telephone: 918.683.6696
Fax: 918.682.8605

And

Curtis L. Marsh
Texas Bar No. 13020050
370 Founders Square
900 Jackson Street
Dallas, Texas 75202
Telephone: 214.573.6311
Fax: 214.752.1140

**ATTORNEY FOR DEFENDANT
DISPUTE SOLUTIONS, INC.**

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing document was served on the following counsel for Plaintiff on this 14th day of April, 2006:

W. Kirk Turner, Esq.
John Payne, Esq.
Newton, O'Connor Turner & Ketchum, PC
15 West Sixth Street, Suite 2700
Tulsa, Oklahoma 74119-5423



James G. Wilcoxen